

## EXHIBIT A

### **SUBSECTION 7.05 Insurance Requirements.**

*(page 25 English) Replace the 1st sentence of the 3rd paragraph under A. Workmen's Compensation Insurance. with the following:*

Such insurance shall not be canceled or otherwise terminated until ten days after written notice of cancellation or termination is given by the party proposing cancellation to the other party or until notice has been received that the employer has secured insurance from another insurance company or has otherwise insured the payment of compensation provided for by Massachusetts General Laws Chapter 152 as amended.

*(page 25 English, page I.33 Metric) Replace the entire section under B. Public Liability Insurance. with the following:*

#### **B. Public Liability Insurance.**

The Contractor shall take out and maintain insurance of the following kinds and amounts in addition to any other kinds or bonds required under other provisions of the Contract, with no compensation therefor other than that provided by the contract unit prices.

##### *1. Contractor's Public Liability and Property Damage Liability Insurance.*

The Contractor shall furnish evidence to the Department that, with respect to the operations the Contractor performs, the Contractor carries regular Contractors' Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of \$2,000,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total or aggregate limit of \$2,000,000 for all damages arising out of injury to or destruction of property during the policy period.

##### *2. Contractor's Protective Public Liability and Property Damage Liability Insurance.*

The Contractor shall furnish evidence to the Department that, with respect to the operations performed for him/her by Subcontractors, the Contractor carries on his/her own behalf regular Contractor's Protective Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of \$2,000,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Contractor's Protective Property Damage Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident a total or aggregate limit of \$2,000,000 for all damages arising out of injury or destruction of property during the policy period.

##### *3. Railroads' Protective Liability and Property Damage Liability Insurance.*

In addition to the above, the Contractor shall furnish evidence to the Department that, with respect to the operation the Contractor or any of his/her Subcontractors perform, the Contractor has provided for and on behalf of the Railroad Company affected by this Contract Regular Protective Liability Insurance providing for a limit of not less than the amount named in the Special Provisions for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of the amount named in the Special Provisions for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and Regular Protective Property Damage Liability Insurance for a limit of not less than the amount named in the Special Provisions for all damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, a total or aggregate limit of the amount named in the Special Provisions for all damages arising out of injury to or destruction of property during the policy period.

##### *4. Asbestos Liability Insurance.*

In addition to the above, when items for asbestos testing or removal are contained in the bid items for the project, the Contractor shall furnish evidence to the Department that, with respect to the work the Contractor or any of his/her Subcontractors perform, the Contractor carries on behalf of him/her self Asbestos Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total or aggregate limit of \$2,000,000 for all damages arising out of bodily injuries to or death of two or more persons in any one asbestos related incident.

*(page 26 English, page I.34 Metric) Add the following new paragraph under C. General:*

6. Insurers shall be licensed and registered in accordance with Massachusetts General Laws. Policies shall indemnify against loss with no deductible amount. Policies shall not contain any provision for Contractor self-insurance.